

SABL MEMBERSHIP APPLICATION

APPLICANT INFORMATION

Name:

Date of birth:	Valid ID Type: #:	Phone:
----------------	---------------------	--------

Current address:

City:	State:	ZIP Code:
-------	--------	-----------

Email:

BICYCLE INFORMATION

Reason for membership?

Past Bicycle use?

Current Bicycle use?

Do you own a bicycle helmet? We recommend using a helmet, each new member will receive one when requested

Helmet recommended by staff: yes/no

EMERGENCY CONTACT

Name of a contact:

Address:	Phone:
----------	--------

City:	State:	ZIP Code:
-------	--------	-----------

Relationship:

MEMBER AGREEMENT

A \$20.00 annual fee and eight hours of volunteer time is required for full membership. Once payment (ONLY cash/money order made out to "Stapleton Foundation") and volunteer hours have been fulfilled, SABL member may begin borrowing bicycles for any length of time under 48 hours. Members, who have NOT completed volunteer hours, may borrow bicycles for a maximum of FIVE hours. Any negligent use of a bicycle or theft of a bicycle will not be tolerated. Immediate termination of Stapleton Area Bicycle Library membership will be considered, and restitution of \$150 per bicycle and \$20 per accessory will be charged to members account. This includes the bicycle, any part of the bicycle, lock, lights, and handle bar bag. The SABL provides an effective locking device with every bicycle that is checked out. Member agrees to house the bicycle inside if used overnight and to lock bicycle with the provided lock when not in use. In the unfortunate event that a bicycle is not returned to the SABL on time, your account will be immediately billed for \$150 and the Denver Police will be notified. SABL will also contact local law enforcement in an effort to recover the bicycle. Flat tires will be noted in members file, but will not be held accountable for the repair. Members are responsible for paying account balance as soon as bill is issued. The HUB, Stapleton Foundation, and the Stapleton Area Bicycle Library are not to be held responsible in the event of an injury, or death while using Stapleton Area Bicycle Library equipment. The term of this agreement is one year, and becomes effective upon SABL staff signature. At the time of the agreement, policy is to allow existing SABL members in good standing to renew this agreement annually. SABL reserves the right to change this policy at any time, without notification to the member. If you understand this agreement, and the expectation set forth to Stapleton Area Bike Library members, please sign below to complete membership.

X _____ Date: _____

CHILDREN TO BE ACCOMPANIED BY MEMBER

Name:	Date of Birth:
-------	----------------

Name:	Date of Birth:
-------	----------------

By signing below, I agree to not hold the SABL responsible to any injuries/death to the names listed above. I am the legal guardian of the children listed above, and will be financially responsible for any damages to bicycles that will be shared under my membership checkout privileges. I understand that I am responsible for any and all actions of my children.

Signature of applicant:	Date:
-------------------------	-------

SABL Staff only:

X _____ Date: _____ #of hours: _____ Event?

X _____ Date: _____ #of hours: _____ Event?

RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

USE AGREEMENT

I accept full responsibility for the equipment listed on this form ("the equipment") and agree to pay for any damage to the equipment and replace the equipment at the full retail value or \$150, whichever is less, if damaged to such extent that repairs are not feasible or practicable.

BICYCLE SAFETY

I acknowledge that I have been advised to wear an approved helmet and/or protective gear while cycling. I am aware that cycling is subject to all applicable Municipal and State highway traffic regulations. I am familiar with the proper use of the equipment, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the equipment. I have made no representations regarding my cycling ability.

ASSUMPTION OF RISK

I am aware that quick release mechanisms, brakes, and other parts of the equipment will not function as optimally intended at all times and under all circumstances, and may be adversely affected by inclement weather conditions, moisture, terrain, and the like. I am aware that cycling, including off-road and mountain terrain cycling, involves risks, dangers and hazards including, but not limited to: mechanical and structural failure of the equipment; changing weather conditions; variation or steepness in terrain; difficulty or inability to control one's speed and direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; collision with exposed rock, snow, ice, earth, trees, or other natural or man-made objects; collision with pedestrians, vehicles and other cyclists; changes or variations in the cycling surface; failure to cycle safely or within one's own ability; negligence of other cyclists; and negligence on the part of the SABL, THE HUB and/or the Stapleton Foundation, its employees and/or the manufacturers and distributors of the equipment. **I UNDERSTAND THAT MY USE OF THE EQUIPMENT, INCLUDING SAFETY EQUIPMENT, CANNOT GUARENTEE MY SAFETY OR FREEDOM FROM INJURY WHILE CYCLING. I AM AWARE THAT IT IS NOT POSSIBLE TO PREDICT EVERY CONDITION OR CIRCUMSTANCE UNDER WHICH THE EQUIPMENT AND SAFETY EQUIPMENT WILL NOT OPERATE AS INTENDED. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS, AND THE RESPONSIBILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM.**

**(ALL OF THE FOREGOING PARTIES REFERRED TO AS THE "RELEASES")
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the use of the equipment, I hereby agree as follows:

1. To waive any and all claims that I have or may in the future have against the SABL, The HUB, and/or the Stapleton Foundation, its Employees and Agents, and **TO RELEASE THE RELEASES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspects of my use of the equipment, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES** in respect of the design, manufacture, selection, installation, **maintenance**, inspection, service or repair of the equipment, or in the respect of the provision of or the failure to provide any warnings, direction, instructions or guidance as to the use of the equipment. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT LISTED ON THIS FORM;**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASES** from any and all liability from any damage to property of or personal injury to any third party, resulting from my use of the equipment;
3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;
4. This agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of COLORADO and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the State of Colorado and shall be within the exclusive jurisdiction of the Courts of the State of Colorado.

I HAVE READ AND UNDERSTAND THAT AGREEMENT AND SIGN IT FREELY, VOLUNTARILY, AND WITH KNOWLEDGE OF ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ANY MAJOR DAMAGE I INCUR DURING USE OF THIS EQUIPMENT AND WILL BE CHARGED \$150.00 OF SAID EQUIPMENT. SABL AND ITS EMPLOYEES RESERVES THE RIGHT TO MAKE SUCH A DETERMINATION. THE SABL HERBY LOANS THE BICYCLE TO THE BORROWER UPON THE TERMS DESCRIBED BELOW AND UPON THE AGREEMENT BY THE BORROWER THAT IF THE BICYCLE OR ANY ACCESSORIES RENTED (SUCH AS LOCKS, LIGHTS, BAGS) ARE NOT RETURNED TO THE SABL ON OR BEFORE THE END OF THE CHECKOUT, THE BORROWER SHALL PAY THE SABL ONE HUNDRED FIFTY (\$150) FOR ANY BICYCLE NOT RETURNED AND TWENTY DOLLARS (\$20.00) FOR AND ACCESSORY NOT RETURNED.

FULL NAME: _____

X: _____

DATE: _____